

**PAT HARTSHORN  
SHERIFF**

Vermilion County, Illinois



PUBLIC SAFETY BUILDING  
2 EAST SOUTH STREET  
DANVILLE, ILLINOIS 61832

Administrative Phone 217-442-4080  
Emergency Phone 217-442-0153

May 15, 2019

Beryl Lipton  
MuckRock News  
Dept MR 54865  
411A Highland Ave  
Somerville, MA 02144-2516

Re: Telephone Contract Request

Dear Mr. Lipton:

Enclosed please find a copy of a letter, dated March 19, 2018, that was sent to Augie Torres with MuckRock News in response to the same request. This letter was also sent on April 11, 2018 and again on May 14, 2018.

Enclosed please find another letter dated June 13, 2018 sent to you stating that we had answered this FOIA request previously.

This is the fourth and last response to this request for our telephone contract which is also enclosed.

Sincerely,

A handwritten signature in black ink that reads "Tracy Brown". The signature is written in a cursive, flowing style.

Tracy D Brown  
Office Manager

# PAT HARTSHORN SHERIFF

Vermilion County, Illinois



PUBLIC SAFETY BUILDING  
2 EAST SOUTH STREET  
DANVILLE, ILLINOIS 61832

Administrative Phone 217-442-4080  
Emergency Phone 217-442-0153

June 13, 2018

Beryl Lipton  
MuckRock News  
Dept MR 54865  
411A Highland Ave  
Somerville, MA 02144-2516

Re: Telephone Contract Request

Dear Mr. Lipton:

We received your request for our inmate telephone contract. Please be advised that we have responded to this request three times since March 19, 2018.

If you are in need of a fourth copy of our contract, there will be a charge.

Sincerely,

Tracy D. Brown  
Office Manager

MuckRock News  
DEPT MR 54865  
411A Highland Ave  
Somerville, MA 02144-2516  
54865-55506992@requests.muckrock.com

RECEIVED

JUN 13 2018

Vermilion County Sheriff  
FOIA Office  
2 East South St.  
Danville, IL 61832

May 31, 2018

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To Whom It May Concern:

Pursuant to the Illinois Freedom of Information Act., I hereby request the following records:

Contracts and invoices related to the use of communication services at any and all county correctional or detention facility locations under the jurisdiction of this agency. This may encompass telecommunication, kiosk, and mobile tablet services.

Please provide the following relevant materials.

- Any and all open or active Requests for Proposal or similar solicitations regarding the provision, installation, maintenance, or use of communication services. If available or applicable, please also provide equivalent materials for video conferencing equipment and other electronic communication and telecommunication services.
- Any and all active contracts regarding the provision, installation, maintenance, financial requirements, associated commissions, or use of communication services. Please include all associated supplemental materials, including any and all attachments, amendments, and exhibits. Please provide any other materials regarding the terms of service, including the term and expiration date of the current contract, as well as any optional contract extensions. Please include the name of the current telecommunication provider, as well as the services currently being provided pursuant to the agreement. Relevant companies include, but are not limited to, CenturyLink, City Tele Coin, ICSolutions, JPay, and Securus Technologies.
- Any and all financial reports, commission reports, revenue reports, and invoices related to the provision, installation, maintenance, or use of communication services. Please include all usage and fee reports, providing as much segregable data as possible, including, but not limited to, the rate at which the funds were generated, the revenue generated for each service, the timeframe during which the funds were generated, the nature of the communication's payment (collect, prepaid, inmate account), etc. If available, please also provide equivalent materials for video conferencing equipment and other electronic communication and telecommunication services.

Please provide all current contract materials and invoices for the period January 1, 2015 through the date this request is processed.

**PAT HARTSHORN  
SHERIFF**

Vermilion County, Illinois



PUBLIC SAFETY BUILDING  
2 EAST SOUTH STREET  
DANVILLE, ILLINOIS 61832

Administrative Phone 217-442-4080  
Emergency Phone 217-442-0153

March 19, 2018

Augie Torres  
MuckRock News  
Dept MR 50809  
411 A. Highland Ave.  
Somerville, MA 02144-2516

Re: Telephone Contract Request

Dear Mr. Torres:

Enclosed please find a copy of the phone contract per the Freedom of Information Act request.

Sincerely,

  
W. Patrick Hartshorn

WHP/tb

Enclosure

MuckRock News  
DEPT MR 50809  
411A Highland Ave  
Somerville, MA 02144-2516  
50809-06109801@requests.muckrock.com

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Vermilion County Sheriff  
FOIA Office  
2 East South St.  
Danville, IL 61832

RECEIVED  
MAR 19 2018

March 15, 2018

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To Whom It May Concern:

Pursuant to the Illinois Freedom of Information Act., I hereby request the following records:

A copy of the current contract between the County and the current vendor for inmate communication services at the County Correctional / Detention Facility. This may encompass telecommunication, kiosk, and mobile tablet services. I am requesting that the information provided contain the term and expiration date of the current contract (including any optional contract extensions), as well as the current telecommunications provider and the services currently being provided pursuant to the agreement.

The requested documents will be made available to the general public, and this request is not being made for commercial purposes.

In the event that there are fees, I would be grateful if you would inform me of the total charges in advance of fulfilling my request. I would prefer the request filled electronically, by e-mail attachment if available or CD-ROM if not.

Thank you in advance for your anticipated cooperation in this matter. I look forward to receiving your response to this request within 5 business days, as the statute requires.

Sincerely,

Augie Torres

Filed via MuckRock.com  
E-mail (Preferred): 50809-06109801@requests.muckrock.com

For mailed responses, please address (see note):

MuckRock News  
DEPT MR 50809  
411A Highland Ave  
Somerville, MA 02144-2516

PLEASE NOTE: This request is not filed by a MuckRock staff member, but is being sent through MuckRock

**VERMILLION COUNTY SHERIFF'S OFFICE (IL)**

**FIRST AMENDMENT  
TO  
MASTER SERVICES AGREEMENT**

This **FIRST AMENDMENT** ("First Amendment") is effective as of the last date signed by either party ("First Amendment Effective Date") and amends and supplements that certain Master Services Agreement by and between Securus Technologies, Inc. ("we," "us," or "Provider") and Vermillion County Sheriff's Office ("you" or "Customer") dated November 3, 2010 (the "Agreement").

**WHEREAS** Customer and Provider are parties to the Agreement and desire to amend the terms as stated herein;

**NOW, THEREFORE**, as of the First Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Term.** This First Amendment shall commence on the First Amendment Effective Date and shall remain in effect through the Term of the Agreement. Further, Section 4 of the Agreement is hereby amended to reflect that the Term shall be renewed and extended by sixty (60) months with a modified end date of November 3, 2020. Notwithstanding anything to the contrary, the terms and conditions of the Agreement shall continue to apply for so long as we continue to provide the Applications to you after the expiration or earlier termination of this Agreement.
2. **Video Visitation.** In addition to the installation, maintenance and services of telecommunications equipment at the Facility(s) pursuant to this Agreement, Provider will deploy a Video Visitation System at the Facility(s) during the Term of the Agreement as more fully set forth in Video Visitation Schedule, attached hereto and incorporated herein by reference.
3. **ConnectUs Inmate Service Platform.** Provider will install and provision the Provider's ConnectUs Inmate Service Platform, which shall be configured with the applications set forth in the Schedule for ConnectUs Inmate Service Platform, attached hereto and incorporated herein by reference.
4. **Collect and Debit Calls.** The Commission Percentage payable to Customer for collect and debit calls shall be reduced to 28%.
5. Notwithstanding anything to the contrary contained in the Agreement, in accordance with Federal Communications Commission 47 CFR Part 64 [WC Docket No. 12-375; FCC 13-113] – Rates for Interstate Calling Services - effective as of February 11, 2014, the Agreement shall be modified to reflect that the interstate call rates shall not exceed the rate caps set forth in the FCC Order. Further, in accordance with the FCC Order, effective as of February 11, 2014, no commission shall be paid on revenues earned through the completion of interstate calls of any type received from the Agreement.
6. Except as expressly amended by this First Amendment, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

EXECUTED as of the First Amendment Effective Date.

**CUSTOMER:**

Vermillion County Sheriff's Office

By: W. Patrick Hawthorn  
Name: W. Patrick Hawthorn  
Title: SHERIFF  
Date: 8/29/15

**PROVIDER:**

Securus Technologies, Inc.

By: Robert Pickens  
Name: Robert Pickens  
Title: President  
Date: 8/23/15

**RECEIVED**  
SEP 1 2015

BY: .....

**Please return signed contract to:**

**14651 Dallas Parkway**

**Sixth Floor**

**Dallas, Texas 75254**

**Attention: Contracts Administrator**

**Phone: (972) 277-0300**

**Schedule: SECURUS VIDEO VISITATION  
VERMILLION COUNTY SHERIFF'S OFFICE (IL)**

**This Securus Video Visitation Schedule** is made part of and governed by the Master Services Agreement (the "Agreement") executed between Securus Technologies, Inc. ("we" or "Provider" or "Securus") and Vermillion County Sheriff's Office ("you" or "Customer"). The terms and conditions of the Agreement are incorporated herein by reference. This Schedule shall be coterminous with the Agreement ("Schedule Effective Date")

In addition to the Applications otherwise being provided to Customer pursuant to the Agreement, Provider shall deploy a Video Visitation System as specified in Attachment 1 at the Facility(s) named in the chart below during the Term of the Agreement.

**TERMS:**

The parties acknowledge that Securus Video Visitation sessions shall be limited to twenty (20) minute and forty (40) minute sessions, and that a session charge of up to \$20.00 and \$40.00, respectively, plus applicable taxes/fees/surcharges, will apply to each remote Video Visitation session; provided, however, that Provider reserves the right, at its sole option, to offer promotional pricing for as low as \$5.00 per session, and to extend the duration of visitation sessions. If Customer wishes to offer free sessions for any reason other than as allowed pursuant to the Agreement, a session charge of \$20.00 or \$40.00 per session, plus applicable taxes/fees/surcharges, will be deducted from monthly Commission payments made to Customer. As used herein, "remote" Video Visitation sessions shall mean sessions where the inmate's visitor is visiting from a location not on Customer's premises. "On-site" Video Visitation sessions shall mean sessions where the inmate's visitor is visiting from a terminal located on Customer's premises.

Customer will allow Provider to market and promote the use of the Video Visitation System to the inmates, in-person visitors, phone call participants and potential friends and family end users of the System by allowing Provider to (a) distribute Securus' promotional literature in the Facility's visitation lobby; (b) unless otherwise prohibited by Customer's telephone service contract, add a recording to the IVR phone system promoting Securus Video Visitation Services to phone call participants; and (c) issue a joint press release regarding the execution of this agreement by both parties. All Video Visitation sessions must be scheduled online by the visitor by accessing Provider's website at [www.securustech.net](http://www.securustech.net).

If applicable, all recorded Video Visitation sessions will have a standard retention of thirty (30) days from the recording date. It is the responsibility of Customer to remove any desired recordings from the housing location for permanent storage within thirty (30) days of their recordings as they may be permanently deleted by Provider after that time. Provider is not responsible for the loss or quality of any such recordings or the deletion of such recordings after thirty (30) days. Further, it is Customer's sole responsibility to (i) establish and communicate its policies regarding the monitoring and/or recording of private visits (i.e., attorney/client visits, clergy visits or other visits approved and implemented by Customer), and (ii) provide for appropriate accommodations to allow for non-recorded visits, as necessary.

**PAYMENT OPTIONS:**

The upfront and recurring operational costs for the deployment, management and support of the Video Visitation System are set forth in Attachment 1 (the "upfront costs"). Customer, at its option, may either elect to pay the upfront costs itself or have Provider pay the upfront costs by choosing one of the following options (place a check ("v" or "X") next to option selected):

- ☐ **Option 1:** Customer elects to pay all of the upfront costs set forth in Attachment 1 hereto. By choosing this option, the four additional requirements listed under Option 2 shall not apply.
- ☒ **Option 2:** Customer elects to have Provider pay the upfront costs set forth in Attachment 1. By choosing this option, Customer agrees to implement the following additional requirements (which are designed to (i) maximize the full utilization of the Video Visitation System at the Facility(s), (ii) assist Customer in maximizing the scheduling System Software, (iii) improve and automate manual visitation processes, (iv) increase officer safety, (v) maximize the options to the inmates and public to conduct visitation, and (vi) thus allow Provider to recover the upfront costs over time):
  1. Customer agrees that Video Visitation must be available for paid remote sessions seven (7) days a week for a minimum of eighty (80) hours per Video Visitation terminal per week.
  2. Customer shall allow inmates to conduct remote visits without quantity limits other than for punishment for individual inmate misbehavior.
  3. All on-site Video Visitation sessions shall be required to be scheduled at least 24 hours in advance, where practicable.



4. Within six (6) months following deployment of the Video Visitation System, Customer shall endeavor to reach at least one (1) remote paid Video Visitation session per inmate per month. If at any time during the Term of the Agreement after the first twelve (12) months following deployment of the Video Visitation System, Customer's utilization of the Video Visitation System is not on plan to allow Provider to recover such upfront funding due to unrealized revenue, then Provider may recover such unrealized revenue through, at Provider's option, commission reduction and/or contract term extension.

**COMPENSATION: (Paid Remote Video Visitation Only)**

Provider shall pay Customer the commission percentage of the session charges paid to Provider, excluding applicable taxes/fees/surcharges, for Video Visitation sessions placed to Customer's Facilities as specified in the chart below (the "Video Visitation Commission"). Provider reserves the right to deduct video visitation session credits from revenue upon which commissions are paid. Provider shall remit the Video Visitation Commission for a calendar month to Customer on or before the 30<sup>th</sup> day of the following calendar month in which the paid remote Video Visitation sessions were held (the "Payment Date"). All commission payments shall be final and binding upon Customer unless Provider receives written objection within sixty (60) days after the Payment Date.

**FACILITIES AND RELATED SPECIFICATIONS:**

| Facility Name and Address   | Type of Video Visitation | Video Visitation Commission Percentage (Paid Remote Video Visitation Only) |
|---|--------------------------|--|
| Vermillion County Jail<br>2 E. South Street<br>Danville, IL 61832 | Remote Paid              | 30%*   |

\* Provider will pay the 30% commission percentage for only those months during which the Facility has achieved 380 remote paid visits or greater, excluding visits paid with a video visitation credit. For any months where the Facility does not achieve the 380 remote paid threshold, Customer will receive no commission payment hereunder. Commissions are paid in one-month arrears and are not subject to retroactive payments or adjustments for notice delays. It is Customer's responsibility to notify Provider in writing to effect the Video Visitation Commission payment. Changes will take effect on the first day of the month following receipt of written notice by Customer. Notice must be signed by a person who has binding authority for Customer and a copy delivered to:

SECURUS TECHNOLOGIES, INC.  
PRESIDENT  
14651 DALLAS PARKWAY, SIXTH FLOOR  
DALLAS, TEXAS 75254

Notwithstanding anything to the contrary, the parties acknowledge that the provision of the Video Visitation services hereunder is based on Customer's estimated Average Daily Population ("ADP" count) and a minimum of one (1) remote paid visit per inmate per month. Therefore, if the number of remote paid visits averages less than 380 per month, Provider reserves the right, no sooner than twelve (12) months after the execution of this Agreement, to renegotiate payment hereunder or discontinue the services.

Customer is responsible for all Jail Management System (JMS) and Commissary integration fees as well as electrical installation, unless otherwise specified in Attachment 1.

**WARRANTY:** Provider warrants that the services it provides as contemplated in and by this Schedule will be performed in a good and workmanlike manner consistent with industry standards and practices. Provider further warrants that its agent(s) and/or employee(s) utilized by it in the performance of its obligations under this Schedule will be qualified to perform the contracted services. Should any errors or omissions arise in the rendering of the services under this Schedule, Provider will undertake to correct such errors or omissions within a reasonable time period. If Customer purchases from Provider any hardware components in connection with the services hereunder ("Hardware Components"), Provider warrants such components to be free from material defects under normal use, maintenance and service for a period of twelve (12) months from the date of installation of the Hardware Components. This warranty shall be conditional on Customer's compliance with the provisions of this Warranty section.

Provider makes no warranty with respect to low performance, damages or defects in any Hardware Component caused by misuse, misapplication, neglect or accident, nor does Company make any warranty as to any Hardware Component that has been repaired or altered in any way, which, in the sole judgment of Provider affects the performance or purpose for which the Hardware Component was manufactured.

When applicable, Provider shall provide the required replacement parts and components free of charge.

THE WARRANTY OBLIGATIONS OF PROVIDER WITH RESPECT TO THE HARDWARE COMPONENTS ARE STRICTLY LIMITED TO THE REPLACEMENT OF ANY DEFECTIVE HARDWARE COMPONENT. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL THE LIABILITY OF PROVIDER EXCEED THE UNIT PRICE PAID BY CUSTOMER FOR ANY DEFECTIVE HARDWARE COMPONENT OR PART THEREOF.

EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN A SCHEDULE TO THE AGREEMENT, THE SERVICES AND ANY HARDWARE COMPONENT TO BE PROVIDED HEREUNDER ARE PROVIDED WITHOUT ANY OTHER WARRANTY OR GUARANTY OF ANY KIND AND PROVIDER DISCLAIMS ANY OTHER EXPRESS OR IMPLIED WARRANTY, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**SOFTWARE LICENSE:** Provider grants Customer a personal, non-exclusive, non-transferable license (without the right to sublicense) to access and use certain proprietary computer software products and materials in connection with the Video Visitation System (the "Software"). The Software includes any upgrades, modifications, updates, and additions to existing features that Provider implements in its discretion (the "Updates"). Updates do not include additional features and significant enhancements to existing features. Customer is the license holder of any third-party software product Provider obtains on Customer's behalf. Customer authorizes Provider to provide or preinstall the third-party software and agree that Provider may agree to the third-party End User License Agreements on Customer's behalf. Customer's rights to use any third-party software product that Provider provides shall be limited by the terms of the underlying license that Provider obtained for such product. The Software is to be used solely for Customer's internal business purposes in connection with the Video Visitation system at the Facilities. Customer will not (i) permit any parent, subsidiary, affiliated entity, or third party to use the Software, (ii) assign, sublicense, lease, encumber, or otherwise transfer or attempt to transfer the Software or any portion thereof, (iii) process or permit to be processed any data of any other party with the Software, (iv) alter, maintain, enhance, disassemble, decompile, reverse engineer or otherwise modify the Software or allow any third party to do so, (v) connect the Software to any products that Provider did not furnish or approve in writing, or (vi) ship, transfer, or export the Software into any country, or use the Software in any manner prohibited by the export laws of the United States. Provider is not liable with regard to any Software that Customer uses in a prohibited manner.

**OWNERSHIP AND USE.** The Video Visitation System and Software shall at all times remain Provider's sole and exclusive property. Provider (or Provider's licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the Software and any copies, custom versions, modifications, or updates of the Software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to Provider's Applications, the Video Visitation System, and Provider's other products and services (the "Materials"). The Materials constitute proprietary information and trade secrets of Provider and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.

**LEGALITY/LIMITED LICENSE AGREEMENT:** For services related to applications which may allow Customer to monitor and record inmate visitation sessions, by providing the application, Provider makes no representation or warranty as to the legality of recording or monitoring such sessions. Customer may utilize settings to disable the monitoring and recording function to prevent monitoring and recording of private sessions (i.e., attorney client privileged communications, clergy visits, etc.) which shall be Customer's sole responsibility to identify, approve and disable. Further, Customer retains custody and ownership of all recordings; however Customer grants Provider a perpetual limited license to compile, store, and access recordings for purposes of (i) complying with the requests of officials at the Facility, (ii) disclosing information to requesting law enforcement and correctional officials as they may require for investigative, penological or public safety purposes, (iii) performing billing and collection functions, or (iv) maintaining equipment and quality control purposes. This license does not apply to recordings of inmate visitation sessions with their attorneys or to recordings protected from disclosure by other applicable privileges.

IN WITNESS WHEREOF, the parties have caused this Video Visitation Schedule to be executed as of the Schedule Effective Date by their duly authorized representatives.

**CUSTOMER:**

Vermillion County Sheriff's Office

By: W. Patrick Hartsborn

Name: W. Patrick Hartsborn

Title: SHERIFF

**PROVIDER:**

Securus Technologies, Inc.

By: Robert Pickens

Name: Robert Pickens

Title: President

**Schedule: ConnectUs Inmate Service Platform  
VERMILLION COUNTY SHERIFF'S OFFICE (IL)**

This Schedule is between Securus Technologies, Inc. ("Provider"), and Vermillion County Sheriff's Office ("Customer") and is part of and governed by the Master Services Agreement (the "Agreement") between the parties. The terms and conditions of the Agreement are incorporated herein by reference. This Schedule shall be coterminous with the Agreement ("Schedule Effective Date")

**CONNECTUS INMATE SERVICE PLATFORM**

**DESCRIPTION:**

**ConnectUs Inmate Service Platform.** ConnectUs is a secure, comprehensive inmate communications and services platform that allows for the consolidation of assorted inmate activities in a single, unified interface with a customized mix of applications ("Applications"). ConnectUs allows inmates to use multiple Applications at the same time and automatically prioritizes scheduled communications events to take precedence over non-scheduled events.

**GENERAL TERMS AND CONDITIONS:**

**1. PROVISION OF SERVICE**

Provider will make the following Services available to Customer through its ConnectUs Inmate Service Platform (collectively, the "Service") at the Facility(s) named in the chart below during the Term of the Agreement, subject to the terms of the Agreement, this Schedule and each mutually acceptable written ordering document for the Service executed by both Customer and Provider (each, a "Sales Order Form"): (a) the services ordered by Customer as specified in the Sales Order Form attached hereto as Attachment 1 and incorporated herein by this reference; and (b) any additional services ordered pursuant to a mutually acceptable amendment to the Agreement executed by both Customer and Provider.

| Facility Name and Address   |
|---|
| Vermillion County Jail<br>2 E. South Street<br>Danville, IL 61832 |

**2. GRANT OF RIGHTS; OWNERSHIP OF PROPERTY; USE AND RESTRICTIONS**

**2.1 Grant of Rights.** Subject to the terms of the Agreement and this Schedule: (a) Provider hereby grants Customer a non-exclusive, non-transferable right during the Term of the Agreement to access and use the Service solely for Customer's internal business purposes as contemplated herein, subject to the Service scope and pricing specified herein and the applicable Sales Order Form; and (b) Customer hereby grants Provider a non-exclusive, non-transferable right to use the electronic data specifically pertaining to Customer and/or its users that is submitted into the Service (collectively, "Customer Data") as necessary for the limited purpose of performing the Service.

**2.2 Ownership.** Provider and its licensors and suppliers own and retain all right, title, and interest in and to the following (collectively, "Provider Property"): (a) the Service and all other software, hardware, technology, documentation, and information provided by Provider in connection with the Service; (b) all ideas, know-how, and techniques that may be developed, conceived, or invented by Provider during its performance under the Agreement; and (c) all worldwide patent, copyright, trade secret, trademark and other intellectual property rights in and to the property described in clauses (a) and (b) above. Except as otherwise expressly authorized herein or by Provider in writing, the non-exclusive use rights set forth in the Agreement are the entirety of Customer's rights in connection with the Provider Property. Customer owns and retains all right, title, and interest in and to the Customer Data and all intellectual property rights therein. Except as otherwise expressly authorized herein or by Customer in writing, the non-exclusive use rights set forth in the Agreement are the entirety of Provider's rights in connection with the Customer Data.

**2.3 Use and Restrictions.**

(a) Except as expressly permitted under the Agreement or this Schedule, Customer shall not directly or indirectly do any of the following: (i) access, use, sell, distribute, sublicense, or commercially exploit any Provider Property or any rights under the Agreement, including without limitation any access or use of any Provider Property; (ii) knowingly introduce any infringing, obscene, libelous, or otherwise unlawful data or material into the Service; (iii) copy, modify, or prepare derivative works based on Provider Property; (iv) reverse engineer, decompile, disassemble, or attempt to derive source code from any Provider Property; or (v) remove, obscure, or alter any intellectual property right or confidentiality notices or legends appearing in or on any aspect of any Provider Property.

(b) At Provider's sole and reasonable discretion, certain of the selected Applications will be made available only during times which would not otherwise interfere with the use of Provider's revenue generating Applications and services.

- (c) Applications ordered by Customer may be disabled by Customer at any time during the Term of the Agreement upon written notice to Provider by an authorized representative of Customer; provided, however, Customer shall remain responsible for paying the Annual Subscription and Hosting Fee according to the Agreement, this Schedule and Sales Order Form(s) set forth in Attachment 1, unless otherwise agreed by both parties pursuant to a written and signed amendment.
- (d) Provider may deny the publication of certain documents, videos or forms in connection with the Service, if in Provider's sole and reasonable discretion, such materials are in conflict with the provision of Provider's Service hereunder.
- (e) Customer shall allow Provider to display videos, documents and digital messages to inmates through ConnectUs to promote Provider's new and existing services, products and features.
- (f) Provider is not responsible and hereby disclaims any liability for any and all content of the third party Applications and any documents, videos or forms published by Customer or from outside sources.

3. [RESERVED]

#### 4. WARRANTIES AND LIMITATIONS

##### 4.1 Service Warranties.

- (a) Provider warrants that the services it provides as contemplated in and by this Schedule will be performed in a good and workmanlike manner consistent with industry standards and practices. Provider further warrants that its agent(s) and/or employee(s) utilized by it in the performance of its obligations under this Schedule will be qualified to perform the contracted services. Should any errors or omissions arise in the rendering of the services under this Schedule, Provider will undertake to correct such errors or omissions within a reasonable time period. If Customer purchases from Provider any hardware components in connection with the services hereunder ("Hardware Components"), Provider warrants such components to be free from material defects under normal use, maintenance and service for a period of twelve (12) months from the date of installation of the Hardware Components.
- (b) Provider makes no warranty with respect to low performance, damages or defects in any Hardware Component caused by misuse, misapplication, neglect or accident, nor does Provider make any warranty as to any Hardware Component that has been repaired or altered in any way, which, in the sole judgment of Provider affects the performance or purpose for which the Hardware Component was manufactured.

##### 4.2 Limitation of Warranty.

- (a) THE WARRANTY OBLIGATIONS OF PROVIDER WITH RESPECT TO THE HARDWARE COMPONENTS ARE STRICTLY LIMITED TO THE REPLACEMENT OF ANY DEFECTIVE HARDWARE COMPONENT. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL THE LIABILITY OF PROVIDER EXCEED THE UNIT PRICE PAID BY CUSTOMER FOR ANY DEFECTIVE HARDWARE COMPONENT OR PART THEREOF.
- (b) EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN A SCHEDULE TO THE AGREEMENT, THE SERVICES AND ANY HARDWARE COMPONENT TO BE PROVIDED HEREUNDER ARE PROVIDED WITHOUT ANY OTHER WARRANTY OR GUARANTY OF ANY KIND AND PROVIDER DISCLAIMS ANY OTHER EXPRESS OR IMPLIED WARRANTY, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4.3 Professional Responsibility. As between Customer and Provider, Customer assumes full responsibility for the use of information provided through the Application(s) for patient care. Clinical information, if any, in the Applications is intended as a supplement to, and not a substitute for, the knowledge, expertise, and judgment of professional personnel. Customer acknowledges that the professional duty to the patient in providing healthcare services lies solely with the healthcare professional providing patient care services. Provider disclaims liability for the use of any information provided by, or results obtained from, the Applications used by professional personnel. Provider, its affiliates and licensors, are not liable for actions of Customer or its authorized users, which may result in any liability due to malpractice or failure to warn. Provider provides no medical or other professional advice in connection with the Applications and the information contained therein. The parties acknowledge that a licensed professional is responsible for independently reaching any medical or other professional judgment and for any resulting diagnosis and treatments, notwithstanding any use of the Applications by such professional.

EXECUTED as of the Schedule Effective Date.

|   |   |
|---|---|
| <p><u>CUSTOMER:</u></p> <p>Vermillion County Sheriff's Office</p><br><p>By: <u>W. Patrick Hartshorn</u></p> <p>Name: <u>W. Patrick Hartshorn</u></p> <p>Title: <u>Sheriff</u></p> | <p><u>PROVIDER:</u></p> <p>Securus Technologies, Inc.</p><br><p>By: <u>Robert Pickens</u></p> <p>Name: Robert Pickens</p> <p>Title: President</p> |
|---|---|



**ConnectUs Inmate Service Platform**

**SALES ORDER FORM**  
**SERVICE DESCRIPTIONS**

**APPLICATIONS**

Provider, through ConnectUs, offers the following Applications. The Applications, which have been ordered by Customer are reflected on the Price Page, which follows.

**Video Visitation Application**

The ConnectUs Video Visitation Application provides video face-to-face visits between inmates and the inmates' friends and family members and also allows the inmate to view upcoming scheduled visits using the ConnectUs touch screen. This Application requires an executed agreement between Provider and Customer for Provider's Securus Video Visitation.

**Phone Call Application**

The ConnectUs Phone Call Application allows inmates to place calls, which go through Provider's centralized Secure Call Platform ("SCP") simply by pressing the Phone Call icon on the touch screen of ConnectUs. This Application requires an executed agreement between Provider and Customer for Provider's SCP Call Platform.

**Inmate Forms (Grievance) Application**

The Inmate Forms (Grievance) Application facilitates the systematic receipt, routing and categorization of grievance situations and offers a tracking system that improves response times and metrics useful in assessments and resource allocations. Provider will retain and provide Customer access to the data for the term of the Agreement.

**Third Party Vendor Commissary Application**

The ConnectUs Third Party Vendor Commissary provides an automated means for inmates to order commissary goods through Customer's third-party commissary provider.

**Website Education Application (URL)**

The ConnectUs Website Education Application makes Customer-approved third party educational websites available to inmates.

**Inmate Videos Application (.MP4)**

The ConnectUs Inmate Videos Application enhances communications with inmates by allowing multiple Customer-approved videos.

**Inmate Handbook Application (.PDF)**

The ConnectUs Inmate Handbook Application publishes common PDF documents to inmates (e.g., the Inmate Handbook) for up-to-date access to Customer information.

**Emergency Visitation Application**

The ConnectUs Emergency Visitation Application allows inmates to initiate a request for a video call with Customer staff to report an emergency situation.

**Sick Call Application**

The ConnectUs Sick Call Application allows inmates to report symptoms to Customer health officials by completing a "sick form" that identifies the inmate's symptoms.

**Self-Op Commissary Ordering Application**

The ConnectUs Self-Op Commissary Ordering Application allows Customer to configure its commissary product line within ConnectUs giving inmates an automated means to order commissary goods.

**Job Search Application**

The ConnectUs Job Search Application allows inmate job-seekers access to local, regional and national jobs of all types and level of experience.

# Attachment 1

## VERMILLION COUNTY SHERIFF'S OFFICE (IL)

### ConnectUs Inmate Service Platform

### SALES ORDER FORM

#### Securus Inmate Services Platform - Price List

| Type                              | Description   | Frequency | Unit Price | Qty  | Total Price |
|-----------------------------------|---|-----------|------------|--|-------------|
| Hardware                          | Video Visitation Terminals - Single Handset (Inmate)  | One Time  | \$ 4,000   | 23   | \$ 92,000   |
|                                   | Video Visitation Terminals - Single Handset (Visitor) | One Time  | \$ 4,000   | 0  | \$ -        |
|                                   | Video Visitation Terminals - Dual Handset (Visitor)   | One Time  | \$ 4,250   | 6  | \$ 25,500   |
|                                   | Mobile Cart, including UPS Battery Backup             | One Time  | \$ 1,440   | 0  | \$ -        |
| Installation and Implementation   | Networking Wiring                                     | One Time  | \$ 500     | 29   | \$ 14,500   |
|                                   | Electrical Wiring*                                    | One Time  | \$ 1,500   | 0  | \$ -        |
|                                   | Hardware Installation                                 | One Time  | \$ 500     | 29   | \$ 14,500   |
|                                   | JMS and 3rd Party Vendor Integration**                | One Time  | \$ -       | 0  | \$ -        |
|                                   | Software Application Setup:                           | One Time  |            |  |             |
|                                   | - Securus Video Visitation Application                | One Time  | \$ 3,975   | 1  | \$ 3,975    |
|                                   | - Inmate Forms Application (Grievance)                | One Time  | \$ 10,000  | 0  | \$ -        |
|                                   | - Inmate Handbook Application (.PDF)                  | One Time  | \$ 3,975   | 0  | \$ -        |
|                                   | - Third Party Vendor Commissary Application           | One Time  | \$ 3,975   | 0  | \$ -        |
|                                   | - Website Education Application (URL)                 | One Time  | \$ 10,000  | 0  | \$ -        |
|                                   | - Inmate Videos Application (.MP4)                    | One Time  | \$ 3,975   | 0  | \$ -        |
|                                   | - Self-Op Commissary Ordering Application             | One Time  | \$ 3,975   | 0  | \$ -        |
|                                   | - Emergency Visitation Application                    | One Time  | \$ 3,975   | 0  | \$ -        |
|                                   | - Inmate Sick Form                                    | One Time  | \$ 3,975   | 0  | \$ -        |
| Annual Subscription & Hosting Fee | Securus Video Visitation Application                  | Recurring | \$ 250     | 29   | \$ 7,250    |
|                                   | Inmate Forms Application (Grievance)                  | Recurring | \$ 500     | 0  | \$ -        |
|                                   | Inmate Handbook Application (.PDF)                    | Recurring | \$ 250     | 0  | \$ -        |
|                                   | Third Party Vendor Commissary Application             | Recurring | \$ 500     | 0  | \$ -        |
|                                   | Website Education Application (URL)                   | Recurring | \$ 500     | 0  | \$ -        |
|                                   | Inmate Videos Application (.MP4)                      | Recurring | \$ 250     | 0  | \$ -        |
|                                   | Self-Op Commissary Ordering Application               | Recurring | \$ 250     | 0  | \$ -        |
|                                   | Emergency Visitation Application                      | Recurring | \$ 250     | 0  | \$ -        |
|                                   | Inmate Sick Form                                      | Recurring | \$ 250     | 0  | \$ -        |
|                                   | Job Search Application (annual per App charge)        | Recurring | \$ 6,500   | 0  | \$ -        |
| Misc.                             | Annual Terminal Extended Hardware Maintenance         | Recurring | \$ 500     | 29   | \$ 14,500   |
|                                   | Recurring Telecom                                     | Recurring | \$ 5,040   | 5  | \$ 25,200   |
|                                   | Recording Retention (30 days)                         | One Time  | \$ 100     | 23   | \$ 2,300    |
|                                   | On-Site Training (per day)                            | One Time  | \$ 2,000   | 2  | \$ 4,000    |
|                                   |   |           |            | Term:  | 5           |
|                                   |   |           |            | One-Time Cost                                | 156,775     |
|                                   |   |           |            | Annual License & Maintenance Cost (per year) | 46,950      |
|                                   |   |           |            | Total Cost:                                  | \$ 391,525  |
|                                   |   |           |            | Securus Investment:                          | \$ -        |
|                                   |   |           |            | Customer Investment:                         | \$ 391,525  |

\* Customer responsible for electrical wiring

\*\* Customer responsible for JMS/Commissary Integration Fees, if applicable

Securus will fund the upfront Total Cost of Customer's Investment. If the Agreement is terminated for any reason before the end of the Term, Customer will refund the prorated amount of the Total Cost as set forth in the chart above. Customer shall pay such refund within 10 days after such termination, or, at Provider's election, Provider may deduct the refund from any Commission owed to Customer.

## Master Services Agreement (Vermilion County, IL)

This Master Services Agreement (this "Agreement") is made as of the last date signed by a party below (the "Commencement Date") between Evercom Systems, Inc., a Delaware corporation and a SECURUS Technologies, Inc. company ("we," "us," or "Provider"), and Vermilion County Sheriff's Office ("you" or "Customer").

1. **Applications.** This Agreement specifies the general terms and conditions under which we will perform certain inmate-related services and applications (the "Application(s)") for you. Additional terms and conditions with respect to the Applications will be specified in the schedules entered into by the parties and attached hereto (the "Schedules"). The Schedules are incorporated into this Agreement and are subject to the terms and conditions of this Agreement. In the event of any conflict between this Agreement and a Schedule, the terms of the Schedule shall govern. In the event of any conflict between any two Schedules for a particular Application, the latest in time shall govern.
2. **Use of Applications.** You grant us the exclusive right and license to install, maintain, and derive revenue from the Applications through our inmate systems (including, without limitation, the related hardware and software) (the "System") located in and around the inmate confinement facilities identified on the Schedules (the "Facilities"). You are responsible for the manner in which you use the Applications. Unless expressly permitted by a Schedule or separate written agreement with us, you will not resell the Applications or provide access to the Applications (other than as expressly provided in a particular Schedule), directly or indirectly, to third parties.
3. **Compensation.** Compensation for each Application, if any, and the applicable payment addresses are as stated in the Schedules.
4. **Term.** The initial term of this Agreement (the "Initial Term") shall begin on the Commencement Date and shall end on the date that is 5 years thereafter. Notwithstanding anything to the contrary, the terms and conditions of this Agreement shall continue to apply to each Schedule for so long as we continue to provide the Application to you after the expiration or earlier termination of this Agreement.
5. **Service Level Guarantee and Limited Remedy.** We are committed to providing you with reliable, high quality Applications, and we offer certain assurances about the quality of our Applications (the "Service Level Guarantee"). The Service Level Guarantee for each Application is as set forth in the applicable Schedule. **THE SERVICE LEVEL GUARANTEE IS THE SOLE AND EXCLUSIVE REMEDY FOR FAILURE OR DEFECT OF AN APPLICATION. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND NONINFRINGEMENT.**
6. **Software License.** We grant you a personal, non-exclusive, non-transferable license (without the right to sublicense) to access and use certain proprietary computer software products and materials in connection with the Applications (the "Software"). The Software includes any upgrades, modifications, updates, and additions to existing features that we implement in our discretion (the "Updates"). Updates do not include additional features and significant enhancements to existing features. Your rights to use any third-party software product that we provide shall be limited by the terms of the underlying license that we obtained for such product. The Software is to be used solely for your internal business purposes in connection with the Applications at the Facilities. You will not (i) permit any parent, subsidiary, affiliated entity, or third party to use the Software, (ii) assign, sublicense, lease, encumber, or otherwise transfer or attempt to transfer the Software or any portion thereof, (iii) process or permit to be processed any data of any other party with the Software, (iv) alter, maintain, enhance, disassemble, decompile, reverse engineer or otherwise modify the Software or allow any third party to do so, (v) connect the Software to any products that we did not furnish or approve in writing, or (vi) ship, transfer, or export the Software into any country, or use the Software in any manner prohibited by the export laws of the United States. We are not liable with regard to any Software that you use in a prohibited manner.
7. **Ownership and Use.** The System, the Applications, and related records, data, and information shall at all times remain our sole and exclusive property unless prohibited by law, in which event, we shall have the unlimited right to use such records, data, and information for investigative and law enforcement purposes. However, during the term of this Agreement and for a reasonable period of time thereafter, we will provide you with reasonable access to the records. We (or our licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the Software and any copies, custom versions, modifications, or updates of the Software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to our Applications, the System, and our other products and services (the "Materials"). The Materials constitute proprietary information and trade secrets of Provider and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.
8. **Legality.** The System may allow you to monitor and record inmate telephone calls. By providing the System, we make no representation or warranty as to the legality of recording or monitoring inmate telephone calls. Further, you retain custody and ownership of all recordings; however you grant us the right to access such recordings on a limited basis for quality control purposes.
9. **Confidentiality.** The System, Applications, and related call records and information (the "Confidential Information") shall at all times remain confidential to Provider. You agree that you will not disclose such Confidential Information to any third party without our prior written consent. Because you will be able to access confidential information of third parties that is protected by certain federal and state privacy laws through the Software and Applications, you shall only access the Software with computer systems that have effective firewall and anti-virus protection.



10. Indemnification. To the fullest extent allowed by applicable law but subject to the limitations in this Agreement, each party (the "Indemnifying Party") will defend, indemnify and hold harmless the other party (the "Indemnified Party") from and against any loss, cost, claim, liability, damage, and expense (including, without limitation, reasonable attorney's fees) brought or claimed by third parties ("Claims"), arising out of gross negligence, willful misconduct, intellectual property infringement or alleged intellectual property infringement by the Indemnifying Party, its employees, agents, or contractors in the performance of this Agreement. The Indemnified Party shall notify the Indemnifying Party promptly in writing of any Claims for which the Indemnified Party alleges that the Indemnifying Party is responsible under this section and tender the defense of such Claims to the Indemnifying Party. The Indemnified Party shall cooperate in every reasonable manner with the defense or settlement of such Claims at the Indemnifying Party's expense. The Indemnifying Party shall not be liable under this section for settlements by the Indemnified Party of any Claims unless the Indemnifying Party has approved the settlement in advance or unless the defense of such Claims has been tendered to the Indemnifying Party in writing and the Indemnifying Party has failed to promptly undertake the defense.

11. Insurance. We maintain comprehensive general liability insurance having limits of not less than \$2,000,000.00 in the aggregate. You agree to provide us with reasonable and timely written notice of any claim, demand, or cause of action made or brought against you arising out of or related to the utilization of the Applications and the System. We have the right to defend any such claim, demand, or cause of action at our sole cost and expense and within our sole and exclusive discretion. You agree not to compromise or settle any claim or cause of action arising out of or related to the utilization of the Applications or System without our prior written consent, and you are required to assist us with out defense of any such claim, demand, or cause of action.

12. Default and Termination. If either party defaults in the performance of any obligation under this Agreement, then the non-defaulting party shall give the defaulting party written notice of its default setting forth with specificity the nature of the default. If the defaulting party fails to cure its default within 30 days after receipt of the notice of default, then the non-defaulting party shall have the right to terminate this Agreement upon 30 days written notice and pursue all other remedies available to the non-defaulting party, either at law or in equity. Notwithstanding the foregoing, the 30 day cure period shall be extended to 90 days if the default is not reasonably susceptible to cure within such 30 day period, but only if the defaulting party has begun to cure the default during the 30 day period and diligently pursues the cure of such default. Notwithstanding the foregoing, if you breach your obligations in the section entitled "Software License" or the section entitled "Confidentiality", then we shall have the right to terminate this Agreement immediately.

13. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL HAVE ANY LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR INCOME, LOST OR CORRUPTED DATA, OR LOSS OF USE OR OTHER BENEFITS, HOWSOEVER CAUSED AND EVEN IF DUE TO THE PARTY'S NEGLIGENCE, BREACH OF CONTRACT, OR OTHER FAULT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY TO YOU RELATING TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT WE PAID YOU DURING THE 12 MONTH PERIOD PRIOR TO THE DATE THE CLAIM AROSE.

14. Uncontrollable Circumstance. We reserve the right to renegotiate or terminate this Agreement upon 60 days advance written notice if circumstances other than those under our control related to the Facilities (including, without limitation, changes in rates, regulations, or operations mandated by law; material reduction in inmate population or capacity; material changes in jail policy or economic conditions; acts of God; actions you take for security reasons (such as lock-downs)) negatively impact our business; however, we shall not unreasonably exercise such right.

15. Injunctive Relief. Both parties agree that a breach of any of the obligations set forth in the sections entitled "Software License," "Ownership and Use," and "Confidentiality" would irreparably damage and create undue hardships for the other party. Therefore, the non-breaching party shall be entitled to immediate court ordered injunctive relief to stop any apparent breach of such sections, such remedy being in addition to any other remedies available to such non-breaching party.

16. Force Majeure. Either party may be excused from performance under this Agreement to the extent that performance is prevented by any act of God, war, civil disturbance, terrorism, strikes, supply or market, failure of a third party's performance, failure, fluctuation or non-availability of electrical power, heat, light, air conditioning or telecommunications equipment, other equipment failure or similar event beyond its reasonable control; provided, however that the affected party shall use reasonable efforts to remove such causes of non-performance.

17. Notices. Any notice or demand made by either party under the terms of this Agreement or under any statute shall be in writing and shall be given by personal delivery; registered or certified U.S. mail, postage prepaid; or commercial courier delivery service, to the address below the party's signature below, or to such other address as a party may designate by written notice in compliance with this section. Notices shall be deemed delivered as follows: personal delivery – upon receipt; U.S. mail – five days after deposit; and courier – when delivered as shown by courier records.

18. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. No waiver by either party of any event of default under this Agreement shall operate as a waiver of any subsequent default under the terms of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of the other provisions shall remain unaffected. This Agreement shall be binding upon and inure to the benefit of Provider and Customer and their respective successors and permitted assigns. Except for assignments to our affiliates or to any entity that succeeds to our business in connection with a merger or acquisition, neither party may assign this Agreement without the prior written consent of the other party. Each signatory to this Agreement warrants and represents that he or she has the unrestricted right and requisite authority to enter into and execute this Agreement, to bind his or her

respective party, and to authorize the installation and operation of the System. Nothing in this Agreement shall be deemed or construed by the parties or any other entity to create an agency, partnership, or joint venture between Customer and Provider. This Agreement cannot be modified orally and can only be modified by a written instrument signed by all parties. The parties' rights and obligations, which by their nature would extend beyond the termination, cancellation, or expiration of this Agreement, shall survive such termination, cancellation, or expiration (including, without limitation, any payment obligations for services or equipment received prior to such termination, cancellation, or expiration). This Agreement may be executed in counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument. This Agreement, together with the exhibits and Schedules, constitutes the entire agreement of the parties regarding the subject matter set forth herein and supersedes any prior or contemporaneous oral or written agreements regarding the subject matter set forth herein.

EXECUTED as of the Commencement Date.

| CUSTOMER                        | PROVIDER              |
|---------------------------------|-----------------------|
| Warrill County Sheriff's Office | Securus Systems, Inc. |
| By: _____                       | By: _____             |
| Name: _____                     | Name: _____           |
| Title: _____                    | Title: _____          |
| Date: _____                     | Date: _____           |
| Signature: _____                | Signature: _____      |
| Printed Name: _____             | Printed Name: _____   |
| Date: _____                     | Date: _____           |

This Schedule is made as of the last date signed by a party below (the "Schedule Effective Date") between Evercom Systems, Inc., a Delaware corporation and a SECURUS Technologies, Inc. company ("we" or "Provider"), and Vermilion County Sheriff's Office ("you" or "Customer") and is part of and governed by the Master Services Agreement (the "Agreement") executed by the parties. The terms and conditions of the Agreement are incorporated herein by reference.

A. Applications. We will provide the following Applications:

**CALL MANAGEMENT SERVICE**

**DESCRIPTION:**

We offer two primary types of call management service:

Digital Call Manager. Digital Call Manager ("DCM") provides automatic placement of calls by inmates without the need for conventional live operator services. In addition, DCM provides the capability to (a) monitor and record inmate calls, (b) mark certain numbers as private to disable the monitoring and recording function, (c) automatically limit the duration of each call to a certain period designated by us, (d) maintain call detail records in accordance with our standard practices, (e) automatically shut the System on or off, and (f) allow free calls to the extent required by applicable law. We will be responsible for all billing and collections of inmate calling charges but may contract with third parties to perform such functions. DCM will be provided at the Facilities specified in the chart below.

**COMPENSATION:**

Collect Calls. We will pay you commission (the "Commission") in the amount of the applicable Collect Commission Percentage (as specified in the chart below) of the applicable revenue base (as specified in the chart below) that we earn through the completion of collect calls placed from the Facilities. "Gross Revenue" means all charges billed by us relating to collect calls placed from the Facilities. Gross Revenue may be verified by the detailed call records maintained by us, without any deduction or credit for bad debt or for billed calls that for any reason are not collected. Regulatory required and other items such as federal, state and local charges and taxes and fees are excluded. We shall remit the Commission for a calendar month to you on or before the 30th day after the end of the calendar month in which the calls were made (the "Payment Date"). All Commission payments shall be final and binding upon you unless we receive written objection within 60 days after the Payment Date. Your payment address is as set forth in the signature block below. You shall notify us in writing at least 60 days prior to a Payment Date of any change in your payment address.

Signing Bonus. Within 30 days after the installation of the System (if this Schedule is a new agreement) or within 30 days after the Commencement Date (if this Schedule is a renewal of an existing agreement), we will pay you a signing bonus in an amount equal to \$2,500.00. If the Agreement is terminated for any reason prior to the end of the initial Term, then you will refund to us an amount equal to the signing bonus times a fraction, the numerator of which is the number of months between the date of termination and the end of the initial Term, and the denominator of which is the number of months in the Initial Term plus interest on the prorated amount in the amount of the lower of (a) 15% per annum and (b) the maximum rate allowed by law. You shall pay any such refund within ten days after any such termination, or at our election, we may deduct the refund from any Commission we owe you.

**FACILITIES AND RELATED SPECIFICATIONS:**

| Facility Name and Address   | Type of Call Management Service | Collecting Commission Percentage | Revenue Base for Calculation of Commission | Payment Address                          |
|---|---------------------------------|----------------------------------|--|--|
| Vermilion County Jail<br>#2 #. South Street<br>Danville, IL 61832 | Digital Call Manager            | 48%                              | Gross                                      | #2 E. South Street<br>Danville, IL 61832 |

**SERVICE LEVEL GUARANTEE:**

We agree to repair and maintain the System in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor. All such maintenance shall be conducted in accordance with the service levels in Items 1 through 10 below. All such maintenance shall be provided at our sole cost and expense unless necessitated by any misuse of, or destruction, damage, or vandalism to, the System by you (not inmates at the Facilities), in which case, we may recoup the cost of such repair and maintenance through either a Commission deduction or direct invoicing, at our option. You agree to promptly notify us in writing after discovering any misuse of, or destruction, damage, or vandalism to, the System. If any portion of the System is interfaced with other devices or software owned or used by you or a third party, then we shall have no obligation to repair or maintain such other devices or software.

1. Outage Report; Technical Support. If either of the following occurs: (a) you experience a System outage or malfunction or (b) the System requires maintenance (each a "System Event"), then you will promptly report the System Event to our Technical Support Department ("Technical Support"). You may contact Technical Support 24 hours a day, seven days a week (except in the event of planned or emergency outages) by telephone at 866-558-2323, by email at TechnicalSupport@Evercom.net, or by facsimile at 800-368-3168. We will provide you commercially reasonable notice, when practical, prior to any Technical Support outage. For your calls to Technical Support, the average monthly call answer time is generally 120 seconds or less, provided however, that we will endeavor (but will not be obligated) to achieve an average monthly call answer time of 30 seconds.

2. **Priority Classifications.** Upon receipt of your report of a System Event, Technical Support will classify the System Event as one of the following four priority levels:

|              |   |
|--------------|---|
| "Priority 1" | 60% or more of the functionality of the System is adversely affected by the System Event  |
| "Priority 2" | 30%-59% of the functionality of the System is adversely affected by the System Event      |
| "Priority 3" | 5%-29% of the functionality of the System is adversely affected by the System Event       |
| "Priority 4" | Less than 5% of the functionality of the System is adversely affected by the System Event |

3. **Response Times.** After receipt notice of the System Event, we will respond to the System Event within the following time periods with a 95% or greater rate of accuracy:

|            |          |
|------------|----------|
| Priority 1 | 4 hours  |
| Priority 2 | 12 hours |
| Priority 3 | 24 hours |
| Priority 4 | 36 hours |

4. **Response Process.** In all instances, Technical Support will either initiate remote diagnosis and correction of the System Event or dispatch a field technician to the Facility (in which case the applicable regional dispatcher will contact you with the technician's estimated time of arrival), as necessary.

5. **Performance of Service.** All of our repair and maintenance of the System will be done in a good and workmanlike manner at no cost to you except as may be otherwise set forth in the Agreement. Any requested modification or upgrade to the System that is agreed upon by you and us may be subject to a charge as set forth in the Agreement and will be implemented within the time period agreed by the parties.

6. **Escalation Contacts.** Your account will be monitored by the applicable Territory Manager and Regional Service Manager. In addition, you may use the following escalation list if our response time exceeds 36 hours: first to the Technical Support Manager or Regional Service Manager, as applicable, then to the Director of Field Services, then to the Executive Director, Service.

7. **Notice of Resolution.** After receiving internal notification that a Priority 1 System Event has been resolved, a member of our management team will contact you to confirm resolution. For a Priority 2 or 3 System Event, a member of our customer satisfaction team will confirm resolution.

8. **Monitoring.** We will monitor our back office and validation systems 24 hours a day, seven days a week.

9. **Required IGR.** You are responsible for providing a dedicated isolated grounded receptacle ("IGR") for use in connection with the primary System. Upon request we will provide you with the specifications for the IGR. If you are unable to or do not provide the IGR, then we will provide the IGR on a time and materials basis at the installer's then-current billing rates, provided that we are not responsible for any delay caused by your failure to provide the IGR.

10. **End-User Billing Services and Customer Care.** Our Correctional Billing Services division will maintain dedicated customer service representatives to handle end-user issues such as call blocking or unblocking and setting up end-user payment accounts. The customer service representatives will be available during reasonable business hours Monday through Saturday by telephone at 800-844-6591, by email at Support@CorrectionalBillingServices.com, and by facsimile at 800-578-2627. In addition, we will maintain an automated inquiry system on a toll-free customer service phone line that will be available to end-users 24 hours a day, 7 days a week to provide basic information and handle most routine activities. We will also accept payments from end-users by credit card, check, and cash deposit (such as by money order or Western Union transfer).

#### **DIGITAL CALL MANAGER PREMIUM FEATURES**

##### **DESCRIPTION:**

**Visitation Recording.** On DCM, Visitation Recording employs digital sensor processor technology to allow voice recording and monitoring of the single-line telephones used in the visitation area.

##### **COMPENSATION:**

The cost of the optional features above is reflected in the Commission percentage payable to you in connection with your call management services.

Due to the additional cost to provide the optional features above, your Collect Commission Percentage will be reduced as specified on the chart below.

| Facility Name   | Type of Call Management Service | Collect Commission Percentage | Revenue Base (or Allocation of Commission) |
|---|---------------------------------|-------------------------------|--|
| Vermilion County Jail<br>#2 #. South Street<br>Danville, IL 61832 | Digital Call Manager            | 48%                           | Gross                                      |

#### **DIGITAL CALL MANAGER END-USER FUNDED FEATURES**

##### **DESCRIPTION:**

**Encompass.** On DCM, Encompass is a patent-pending enabler that facilitates quick establishment of accounts by friends and families of the inmates.

**First-CallConnect.** On DCM, First-CallConnect allows an inmate's first phone call from a Facility to be connected for a short duration at no cost to the inmate or the called party. Such promotional calls are not commissionable.

##### **COMPENSATION:**

##### **CARDCONNECT**

##### **DESCRIPTION:**

Upon receipt of your written request, we will provide you with inmate prepaid calling cards for resale to inmates at the Facilities specified in the chart below. Prepaid calling cards are not returnable or refundable; all sales are final. Each prepaid calling card will be valid for no more than six months from the date we activate it. The cards are subject to applicable local, state, and federal taxes unless we have a copy of your tax exemption or W-9 on file. If you authorize us, we will deal with your third party commissary operator ("Commissary Operator") for the sole purpose of selling prepaid calling cards to you. If that is the case, you shall notify us in writing of any change in the identity of the Commissary Operator, which change shall be effective on the date that we receive the notice. Notwithstanding anything to the contrary, you will remain primarily liable for the payment for prepaid cards sold to Commissary Operator on your behalf.

##### **COMPENSATION:**

The face value of the cards less the applicable percentage specified in the chart below shall be due and payable within 30 days after the invoice date. After such 30 day period, then we reserve the right to charge interest on the overdue amount at the rate of one and one-half percent (1-1/2%) per month and to deduct the invoice price of the cards plus any accrued interest from any amounts we owe you until paid in full.

##### **FACILITIES AND RELATED SPECIFICATIONS:**

| Facility Name and Address   | Percentage |
|---|------------|
| Vermilion County Jail<br>#2 #. South Street<br>Danville, IL 61832 | 30%        |

**UNLESS OTHERWISE EXPRESSLY SET FORTH IN WRITING IN THIS SCHEDULE, NO APPLICATIONS OTHER THAN THE APPLICATIONS LISTED ABOVE WILL BE PROVIDED; NO ORAL AGREEMENTS OR STATEMENTS ARE BINDING.**

B. **Equipment.** We will provide the following equipment in connection with the Applications: DCM Select that includes Visitation Phone R&M, Covert Alert

**UNLESS OTHERWISE EXPRESSLY SET FORTH IN WRITING IN THIS SCHEDULE, NO EQUIPMENT OTHER THAN THE EQUIPMENT LISTED ABOVE WILL BE PROVIDED; NO ORAL AGREEMENTS OR STATEMENTS ARE BINDING.**

C. **Installation.** Installation guidelines are as follows:

NA

EXECUTED as of the Schedule Effective Date.

|          |                      |                 |               |
|----------|----------------------|-----------------|---------------|
| NAME     | IMPERIAL             | DESCRIPTION     |               |
| LOCATION | County Jail's Office | RECORDS SECTION |               |
| BY       |                      | DATE            |               |
| NAME     |                      | NAME            | John J. Vigna |
| DATE     |                      | DATE            | 10/1/84       |
| NAME     |                      | NAME            | John J. Vigna |
| DATE     |                      | DATE            | 10/1/84       |